

# EXHIBIT 9

**From:** [James Kolenich](#)  
**To:** [Jennifer Brennan](#)  
**Cc:** [John DiNucci](#); [Bryan Jones](#); [John DiNucci](#); [Christopher Greene](#); [Rafael Guthartz](#)  
**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract  
**Date:** Saturday, February 16, 2019 3:37:14 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
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[image011.png](#)  
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[image013.png](#)  
[image014.png](#)

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Hi Jennifer:

As has become the norm for this case, some issues have arisen. 1) I cannot bind Matthew Heimbach to a contract as he fired me some time ago. Mea Culpa for not noticing his name in the documents sooner. 2) It appears the National Socialist Movement, Nationalist Front, and Jeff Schoep have also fired me. This is a very recent development which I have been unable to officially confirm but there is reason to believe that it is so and I therefore cannot, ethically, bind them to a contract either.

Would you please help me out and circulate another docusign version having removed Matthew Heimbach, National Socialist Movement, Nationalist Front, and Jeff Schoep. I will promptly sign this amended version.

Thank you,

Jim Kolenich

On Sat, Feb 16, 2019 at 7:28 AM Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)> wrote:

Good morning,

As an update, the agreement is out for signature by the parties. It has been executed by Ms. Tenzer on behalf of Plaintiffs and Mr. Jones on behalf of his clients. It is awaiting signature by Mr. DiNucci and Mr. Kolenich. Each should have received it yesterday via an email from iDS Contracts around 7 pm. Please follow the prompts in that email to affix your electronic signature.

Did we agree on a date and time for a kick off call next week?

Many thanks, Jennifer

---

**Jennifer A. Brennan**

Director of Legal, Risk & Compliance

Direct: 202.249.7882

Mobile: 202.309.1927



---

**From:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>

**Date:** Friday, February 15, 2019 at 1:56 PM

**To:** John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>

**Cc:** James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>, Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, John DiNucci <[dinuuccijohnm@gmail.com](mailto:dinuuccijohnm@gmail.com)>, Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>, Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>

**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

Thank you. I will prepare the final agreement and send it through DocuSign for execution. The email will come from iDS Contracts.

Many thanks! Jennifer

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**Jennifer A. Brennan**

Director of Legal, Risk & Compliance

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---

**From:** John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>  
**Date:** Friday, February 15, 2019 at 1:47 PM  
**To:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>  
**Cc:** James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>, Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, John DiNucci <[dinuuccijohnm@gmail.com](mailto:dinuuccijohnm@gmail.com)>, Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>  
**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

[EXTERNAL]

Ms. Brennan:

I am in agreement.

John A. DiNucci

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8180 Greensboro Drive  
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McLean, Virginia 22102  
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fax: (703) 790-9863

Admitted in D.C., Maryland, New York and Virginia

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**From:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>  
**Sent:** Thursday, February 14, 2019 1:01 PM  
**To:** James Kolenich  
**Cc:** Christopher Greene; John DiNucci; Bryan Jones; Rafael Guthartz; Gabrielle E. Tenzer; Michael Bloch  
**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

Counsel,

I have reviewed the proposed revisions to the indemnity language sent in a separate email. iDS agrees to the proposed revisions with the exception of (iii) regarding the defense of an indemnified claim. Defense would be controlled by iDS's professional liability insurer per

the terms of the policy. The insurer may agree to allow Defendant to associate in the defense, however, I cannot contractually bind the insurer to do so.

Please let me know if all defendants are in agreement with the proposed indemnification language without (iii).

Many thanks, Jennifer

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**Jennifer A. Brennan**

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---

**From:** James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>  
**Date:** Thursday, February 14, 2019 at 12:29 PM  
**To:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>  
**Cc:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>, John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>, Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>, "Gabrielle E. Tenzer" <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>, Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>  
**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

[EXTERNAL]

Thanks Jennifer. I have no further comments but I believe Mr. DiNucci has circulated proposed additional language.

Jim

On Thu, Feb 14, 2019 at 12:03 PM Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)> wrote:

Jim,

Thank you for your separate email and we can accommodate the request. My apologies for the belated acknowledgment.

John and Bryan,

Do you have any further comments on the engagement letter? If not, then I will circulate an execution version.

As a reminder, this will come to you for signature using DocuSign in an email from iDS Contracts. You do not need to download any software and can execute using a mobile device.

Many thanks, Jennifer

---

**Jennifer A. Brennan**

Director of Legal, Risk & Compliance

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---

**From:** James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>  
**Date:** Thursday, February 14, 2019 at 11:57 AM  
**To:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>  
**Cc:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>, John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>, Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>, "Gabrielle E. Tenzer" <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>, Michael

Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>

**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

[EXTERNAL]

Chris:

I e-mailed Jennifer with IDS yesterday regarding the contract. I requested one additional sentence regarding my client's inability to pay if called upon to so under the indemnification clause but did authorize my signature (whether or not the requested addition was acceptable) and advised we are ready to provide the devices and any account credentials they need when they are. No response as yet.

To my knowledge no call has been scheduled yet.

It makes sense to me that Plaintiffs provide their search terms and then we can add to them if necessary. In separate litigation with Mr. Kessler the counter parties search terms were extensive and I added a total of three terms to their several dozen.

I am available anytime next Tuesday.

Jim

On Thu, Feb 14, 2019 at 10:34 AM Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)> wrote:

Counsel,

During Tuesday's conference, the Court instructed the parties to finalize and execute the Third Party Discovery Vendor contract no later than this Friday. Since the sole remaining issue pertains only to iDS and Defendants, we wanted to check in about whether Defendants have made any counter-proposal or otherwise resolved the issue. As we have stated on prior meet and confers, and during yesterday's conference,

Plaintiffs take no position as to the scope of the indemnity provided by Defendants to iDS. However, the Court has now made clear that there can be no further delay.

Moreover, please let us know if you have scheduled the call with iDS to discuss the logistics of ensuring a timely and efficient collection of Defendants' Electronic Devices and Social Media Accounts.

Finally, we would like to discuss with Defendants any search terms and date ranges they intend to apply to the corpus of electronically stored information obtained from the imaging of Defendants' Electronic Devices and Social Media Accounts. As you know, the Imaging Order requires that Defendants share with Plaintiffs such information, (*see* Imaging Order, ¶ 8), and coming to agreement on those parameters in advance will help Defendants proceed to reviewing the collected information as soon as possible. Please let us know when you are available to speak on Tuesday of next week.

Regards,

**Christopher B. Greene** | Kaplan Hecker & Fink LLP

350 Fifth Avenue | Suite 7110

New York, New York 10118

(W) 929.294.2528 | (M) 646.856.6861

[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)

---

**From:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>

**Sent:** Wednesday, February 6, 2019 11:34 AM

**To:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>; James Kolenich

<[jek318@gmail.com](mailto:jek318@gmail.com)>; John DiNucci <[dinuccilaw@outlook.com](mailto:dinuccilaw@outlook.com)>

**Cc:** Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>; Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>;

Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>; Michael Bloch

<[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>

**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

My apologies if I missed an email response. Is the proposed indemnity language below from iDS acceptable to Defendants? If so, I will finalize the engagement letter and circulate it for execution.

Many thanks, Jennifer



---

**Jennifer A. Brennan**

Direct: 202.249.7882

Mobile: 202.309.1927



---

**From:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>  
**Date:** Monday, February 4, 2019 at 3:26 PM  
**To:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>, James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>, John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>  
**Cc:** Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>, Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>, Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>  
**Subject:** RE: Sines v. Kessler - Third Party Discovery Vendor Contract

[EXTERNAL]

John, Jim, Bryan – Please let us know if you have any objections to iDS’ proposed language. If you don’t, we can prepare a version for execution.

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**From:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>  
**Sent:** Monday, February 4, 2019 10:40 AM  
**To:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>; James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>; John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>  
**Cc:** Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>; Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>; Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>; Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>  
**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

Good morning,

iDS has reviewed the proposed revisions from Defendants regarding the

indemnification provision. While iDS is open to a provision that limits a Defendant's expose to a particular subset of claims/circumstances, the proposed revision does not offer iDS adequate protection if a subpoena, court order or other legal process is brought against iDS directly and instead would only apply if obtained or issued by a Defendant.

iDS proposes the following language to broaden the scope of covered claims/circumstances while still limiting the indemnification obligation to a particular Defendant.

6.1 *Indemnification.* Defendants shall indemnify and hold iDS harmless from and against all losses, liabilities, costs, damages, and expenses incurred by iDS as a result of a claim, demand, subpoena, cause of action, or other legal process by a third-party other than Plaintiffs related to (a) the performance of Services by iDS, or (b) any Confidential Information of Defendant Firms or Defendant Clients, provided, however, as follows: (i) no Defendant shall be so liable to indemnify or hold harmless iDS other than for said matters that relate to the content of, or the disclosure to iDS of, said Defendant's Confidential Information, or (ii) in the event that the Project Contact or iDS is requested pursuant to subpoena, court order or other legal process to produce any documents or provide testimony related to the performance of the Services, other than as included in the Services, the Defendant(s) that provided such Confidential Information to iDS shall pay iDS for all professional time and expenses incurred in preparing for and responding to said requests for documents or said providing testimony in accordance with Section 2.1 or applicable statutory rates.

Please let me know if the above is amendable to Defendants.

Best, Jennifer

---

**Jennifer A. Brennan**

Direct: 202.249.7882

Mobile: 202.309.1927



---

**From:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>

**Date:** Thursday, January 31, 2019 at 11:17 AM

**To:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>, James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>,

John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>

**Cc:** Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>, Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>, Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>

**Subject:** RE: Sines v. Kessler - Third Party Discovery Vendor Contract

[EXTERNAL]

Mr. DiNucci,

During Tuesday's meet and confer concerning the proposed Third Party Discovery Vendor contract, you indicated that you would propose revisions to Section 6.1 for the parties to consider by yesterday. Please let us know when you expect to send the proposed revisions. As I stressed during Tuesday's call, there is some urgency to finalizing and executing this contract in light of the discovery schedule.

Regards,

**Christopher B. Greene | Kaplan Hecker & Fink LLP**

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New York, New York 10118

(W) 929.294.2528 | (M) 646.856.6861

[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)

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**From:** Christopher Greene

**Sent:** Monday, January 28, 2019 5:35 PM

**To:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>; James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>; John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>

**Cc:** Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>; Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>; Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>; Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>

**Subject:** RE: Sines v. Kessler - Third Party Discovery Vendor Contract

All,

Does tomorrow at 3 pm work for the group? So far I see that Mr. Kolenich and Ms. Brennan can make it then. If not, KHF is also available Wednesday at 2-2:30 and after 5:30, and Thursday 3:30-4 or 5-6 pm (which conform with the availabilities received

thus far).

Regards,

**Christopher B. Greene | Kaplan Hecker & Fink LLP**

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[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)

---

**From:** Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>

**Sent:** Monday, January 28, 2019 10:07 AM

**To:** James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>; John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>

**Cc:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>; Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>; Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>; Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>; Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>

**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

Good morning,

iDS is generally available on Tuesday and Friday. On Wednesday and Thursday I am in all day meetings, however, I do have some periods of availability as listed below:

- Tuesday – generally available
- Wednesday – 12:30-1 pm, 2-2:30 pm, or after 5:30 pm
- Thursday – 1-2 pm, 3:30-4 pm or 5-6 pm
- Friday – generally available

Many thanks, Jennifer

---

**Jennifer A. Brennan**

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**From:** James Kolenich <[jek318@gmail.com](mailto:jek318@gmail.com)>  
**Date:** Monday, January 28, 2019 at 9:49 AM  
**To:** John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)>  
**Cc:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>, Bryan Jones <[bryan@bjoneslegal.com](mailto:bryan@bjoneslegal.com)>, Rafael Guthartz <[rguthartz@idsinc.com](mailto:rguthartz@idsinc.com)>, Jennifer Brennan <[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)>, Gabrielle Tenzer <[gtenzer@kaplanhecker.com](mailto:gtenzer@kaplanhecker.com)>, Michael Bloch <[mbloch@kaplanhecker.com](mailto:mbloch@kaplanhecker.com)>  
**Subject:** Re: Sines v. Kessler - Third Party Discovery Vendor Contract

I am available Tuesday, Wednesday, or Thursday anytime, but unavailable Friday.

Jim

On Fri, Jan 25, 2019 at 1:13 PM John DiNucci <[dinuuccilaw@outlook.com](mailto:dinuuccilaw@outlook.com)> wrote:

All:

I have a trial on Monday and am tied up today dealing with it.

What is everyone's availability from next Tuesday forward?

John

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8180 Greensboro Drive  
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McLean, Virginia 22102  
tel.: (703) 821-4232  
fax: (703) 790-9863

Admitted in D.C., Maryland, New York and Virginia

---

**From:** Christopher Greene <[cgreene@kaplanhecker.com](mailto:cgreene@kaplanhecker.com)>  
**Sent:** Friday, January 25, 2019 10:58 AM  
**To:** John DiNucci; Bryan Jones; James Kolenich; Rafael Guthartz;  
[jbrennan@idsinc.com](mailto:jbrennan@idsinc.com)  
**Cc:** Gabrielle Tenzer; Michael Bloch  
**Subject:** Sines v. Kessler - Third Party Discovery Vendor Contract

All,

Attached is a revised contract with the Third Party Discovery Vendor incorporating the comments from the parties' meet and confer on January 18, 2019. We believe that Plaintiffs, Defendants, and iDS should convene a call to resolve any outstanding concerns so that the parties can execute the contract and proceed with the collection required by the Court's Order for the Imaging, Preservation, and Production of Documents.

Please let us know when you are available to speak. Plaintiffs are generally available this afternoon after 2 pm, and on Monday after 11:30 am.

Regards,

**Christopher B. Greene | Kaplan Hecker & Fink LLP**  
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(W) 929.294.2528 | (M) 646.856.6861  
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**James E. Kolenich**

**Kolenich Law Office**

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--

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--

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